

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 05-CB-239496	Date Filed 4/9/19

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Association of Special Police and Security Officers		b. Union Representative to contact (b) (6), (b) (7)(C) Title: (b) (6), (b) (7)(C)	
c. Address (Street, city, state, and ZIP code) 10 G Street NE DC Washington 20002-_____		d. Tel. No. (202) 625-8306	e. Cell No. (b) (6), (b) (7)(C)
		f. Fax No. (202) 758-3262	g. e-Mail (b) (6), (b) (7)(C)
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (1)(A) _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  --See additional page--			
3. Name of Employer Hana Industries		4a. Tel. No.	b. Cell No. (571) 289-0808
		c. Fax No. (703) 546-0860	d. e-Mail SESTES@HANAINDUSTRIES.COM
5. Location of plant involved (street, city, state and ZIP code) 901 N. Washington, Suite #400 VA Alexandria 22314-_____			6. Employer representative to contact Samuel Estes Title: Contract Manager
7. Type of establishment (factory, mine, wholesaler, etc.)	8. Identify principal product or service	9. Number of workers employed	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No.
		c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state and ZIP code.) (b) (6), (b) (7)(C) _____			
<b>12. DECLARATION</b> I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (signature of representative or person making charge) (Print/type name and title or office, if any) Title: (b) (6), (b) (7)(C) Address _____ (date) 04/9/2019 10 59:47		Tel. No. (b) (6), (b) (7)(C) Cell No. Fax No. e-Mail (b) (6), (b) (7)(C)	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## **Basis of the Charge**

### **8(b)(1)(A)**

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the Charging Party's grievance for arbitrary or discriminatory reasons or in bad faith.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**National Association of Special Police and Security Officers (Hana Industries)**

**Case 05-CB-239496**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at 10 G Street, N.E., Suite 600, Washington, D.C. 20002. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will provide reasonable access to the aforementioned site to agents of the Regional Director for the purpose of monitoring compliance with this posting requirement. Further, if the Charged Party maintains bulletin boards at the National Building Museum worksite of the Employer located at 401 F Street, NW, Washington, D.C. where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English to all members and all employees who work at the facility located at the National Building Museum worksite located at 401 F Street, NW, Washington, D.C. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 05 of the National Labor Relations Board in Case 05-CB-239496." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [heather.keough@nrlrb.gov](mailto:heather.keough@nrlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ☐ No ☐  
ls Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charges, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>National Association of Special Police and Security Officers</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C) an Individual</b>	
By:	Name and Title	Date	
	(b) (6), (b) (7)(C)	Sept. 24, 2019	
Print Name and Title below		Print Name and Title below	
(b) (6), (b) (7)(C)			

Recommended By:	Date	Approved By:	Date
/s/ David J. MacIntyre	10/2/19	/s/ Nancy Wilson	10/3/2019
David J. Macintyre		Nancy Wilson	
Field Examiner		Acting Regional Director, Region 5	

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** fail and refuse to communicate with you about decisions related to your grievance.

**WE WILL** communicate with you about decisions related to your grievance.

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**National Association of  
Special Police and Security Officers**  
\_\_\_\_\_  
(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

**Telephone:** (410)962-2822  
**Hours of Operation:** 8:15 a.m. to 4:45 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 5  
BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (410)962-2822  
Fax: (410)962-2198

October 3, 2019

(b) (6), (b) (7)(C)

Re: National Association of Special Police and  
Security Officers (Hana Industries)  
Case 05-CB-239496

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that National Association of Special Police and Security Officers has violated the National Labor Relations Act.

**Decision to Approve Settlement Agreement:** In view of the terms the Charged Party has agreed to in the attached Settlement Agreement, I have determined that it would not effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to reissue a complaint in this matter.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at [www.nlrb.gov](http://www.nlrb.gov) and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at [www.nlrb.gov](http://www.nlrb.gov). You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **October 17, 2019**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be

October 3, 2019

completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than October 16, 2019. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before October 17, 2019**. The request may be filed electronically through the *E-File Documents* link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after October 17, 2019, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



Nancy Wilson  
Acting Regional Director

Enclosure

cc: See Page Three



**(b) (6), (b) (7)(C)**

National Association of Special Police and  
Security Officers  
10 G Street, N.E.  
Washington, DC 20002

Samuel Estes, Contract Manager  
Hana Industries  
901 N. Washington, Suite #400  
Alexandria, VA 22314

Brad S. Miller, Attorney at Law  
Cooper & Miller, LLC  
1515 Market Street, Suite 1200  
Philadelphia, PA 19102



UNITED STATES GOVERNMENT  
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BALTIMORE, MD 21201

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (410)962-2822  
Fax: (410)962-2198

Agent's Direct Dial: (410)962-2880

Agent's E-mail: [Heather.Keough@nlrb.gov](mailto:Heather.Keough@nlrb.gov)

October 30, 2019

(b) (6), (b) (7)(C)

National Association of Special  
Police and Security Officers  
10 G Street, N.E., Suite 600  
Washington, DC 20002

Re: National Association of Special Police and  
Security Officers (Hana Industries)  
Case 05-CB-239496

Dear (b) (6), (b) (7)(C) :

I'm writing to notify you that no appeal of the Settlement Agreement approved on October 3, 2019, was filed. Therefore, the Settlement Agreement is in effect and has been assigned to me to secure compliance. This letter discusses what the Union needs to do to comply with the Agreement.

**Post Notice:** Enclosed are five copies of the Notice to Employees and Members. In compliance with the Agreement, a responsible official of the Union, not the Union's attorney, must sign and date the Notices before posting them. The Notices should be posted in prominent locations where notices are customarily posted for 60 consecutive days at the Union's place of business at 10 G Street, Suite 600, Washington, D.C. 20002. Further, if the Union maintains bulletin boards at the National Building Museum worksite of the Employer located at 401 F Street, NW, Washington, D.C., the Union must also post Notices on each such bulletin board during the posting period. The Union must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Union's place of business to inspect the Notices.

**Electronic Mailing:** The Agreement provides that the Union will e-mail a copy of the signed and dated Notices to all members and all employees who work at the facility located at the National Building Museum worksite located at 401 F Street, NW, Washington, D.C. The message of the e-mail transmitted with the Notice will state: "We are distributing the attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 05 of the National Labor Relations Board in Case 05-CB-239496." The Union will forward a copy of that e-mail, at the time that it is sent, transmitting the Notice to

October 30, 2019

Employees and Members, with all of the recipients' e-mail addresses, to the undersigned at [Heather.Keough@nlrb.gov](mailto:Heather.Keough@nlrb.gov).

**Certification of Posting:** A Certification of Compliance form is also enclosed. Certification of Compliance Part One should be completed and returned by **November 14, 2019, with one signed and dated original Notice**. If the Certification of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certification of Compliance or Notice are required.

**Remedial Actions:**

Please read all the terms of the Settlement Agreement and Notice carefully, as the Union is expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

**Closing the Case:** When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and Members and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

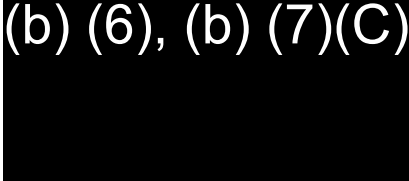
Very truly yours,

*/s/ Heather Keough*

Heather Keough  
Compliance Officer

Enclosures:    Notices to Employees  
                    Certification of Compliance

cc: (b) (6), (b) (7)(C)

A large black rectangular redaction box covers the names and contact information of the individuals listed in the cc field.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 5  
BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (410)962-2822  
Fax: (410)962-2198

Agent's Direct Dial: (410)962-2880

Agent's E-mail: [Heather.Keough@nlrb.gov](mailto:Heather.Keough@nlrb.gov)

December 5, 2019

(b) (6), (b) (7)(C)

Re: National Association of Special Police and  
Security Officers (Hana Industries)  
Case 05-CB-239496

Dear (b) (6), (b) (7)(C)

We have been advised that on **November 4, 2019**, the Union posted the signed and dated Notice to Employees and Members in this matter in the breakrooms at the facility. Further, on **December 5, 2019**, the signed and dated Notice was emailed to all unit employees.

If you have any information to the contrary, you should inform me promptly. As you know, the Union is obligated to keep the notices posted continuously for a period of 60 days from the date of posting. I have sent copies of the signed and dated Notice to the Employer with the request they post the Notices; this is purely voluntary on the Employer's part. Finally, I have included a copy of the signed and dated Notice for your records.

Any complaints regarding posting or any other aspects of compliance in this matter should be promptly directed to this office, in writing, together with any evidence you may have.

Very truly yours,

*/s/ Heather Keough*

Heather Keough  
Compliance Officer



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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Telephone: (410)962-2822  
Fax: (410)962-2198

Agent's Direct Dial: (410)962-2880

Agent's E-mail: [hather.keough@nlrb.gov](mailto:hather.keough@nlrb.gov)

December 31, 2019

(b) (6), (b) (7)(C)

Re: National Association of Special Police and  
Security Officers (Hana Industries)  
Case 05-CB-239496

Dear (b) (6), (b) (7)(C)

Our records show that the Charged Party has complied with the terms of the Settlement Agreement and the case is now ready to be closed. Unless you advise us and submit evidence by **January 9, 2020**, that the Settlement Agreement has not been complied with, I will assume that you are satisfied with the compliance by the Charged Party and will recommend the case be closed.

Very truly yours,

*/s/ Heather Keough*

Heather Keough  
Compliance Officer



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
REGION 5  
BANK OF AMERICA CENTER, TOWER II  
100 S. CHARLES STREET, STE 600  
BALTIMORE, MD 21201

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (410)962-2822  
Fax: (410)962-2198

January 14, 2020

(b) (6), (b) (7)(C)

National Association of Special Police and Security Officers  
10 G Street, N.E.  
Washington, DC 20002

Re: National Association of Special Police and  
Security Officers (Hana Industries)  
Case 05-CB-239496

Dear (b) (6), (b) (7)(C) :

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

Nancy Wilson  
Acting Regional Director

cc: (b) (6), (b) (7)(C)

Samuel Estes, Contract Manager  
Hana Industries  
901 N. Washington, Suite #400  
Alexandria, VA 22314

Brad S. Miller, Esq.  
Cooper & Miller, LLC  
1515 Market Street, Suite 1200  
Philadelphia, PA 19102